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PROTECTIVE COVENANTS

FILED FOR RECORD

At 4.16 O'clock PM

OVERLAND PARK SUBDIVISION, PHASE II

JUL 26 1989

BENTON COUNTY, ARKANSAS

SUE HODGES

Clerk and Recorder BENTON COUNTY, ARK.

Overland Development, Inc., is the sole owner and developer of Overland Park Subdivision, Phase II, and does hereby establish and create the following Protective Covenants, which shall apply to said lots as shown on the recorded Plat of the said Subdivision.

- 1. SINGLE-FAMILY RESIDENTIAL LAND USE AND BUILDING TYPE. All lots within Overland Park Subdivision, Phase II, shall be governed by the provisions of the Rogers City Code governing single-family residences as governed by R1 on the date these covenants were executed.
- 2. BUILDING LIMITATIONS. The subdivision and building codes of the City of Rogers, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Overland Park Subdivision, Phase II. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances and the provisions of these Protective Covenants shall be resolved in favor of the restrictive provisions. Building, architectural, and design specifications shall be in accordance with those set forth in Rogers City Code designated as R1. No dwelling structure shall be constructed upon any lot within Overland Park Subdivision, Phase II, of a size less than two thousand (2,000) square feet of heated living space without approval of the Architectural Control Committee (as hereinafter set forth). Further, each dwelling shall have a private garage or car port for not less than two (2) cars with dimensions of not less than twenty-four (24) feet by twenty-four (24) feet and shall have a concrete driveway with a minimum width of not less than sixteen (16) feet. All homes or outbuildings constructed on any lot must use wooden shingles or an alternate material of equal quality approved in advance in writing by the Architectural Control Committee. In addition, compliance with the above referenced ordinance shall be judged and determined and require a prior approval of the Architectural Control Committee (as hereinafter set forth), which shall view all plans and specifications for all structures prior to construction and be given the power to amend or alter any such designs or specifications prior to approval for construction in Overland Park Subdivision, Phase II. The specifications and requirements of the above mentioned R1 designation are designed as a minimum requirement for architectural and design specifications and may be supplemented from time to time, where not inconsistent, by the Architectural Control Committee, and same shall be binding its requirements for prior approval of construction. All builders and owners should contact the Architectural Control Committee prior to commencement of construction, to be apprised of current requirements.
- 3. ARCHITECTURAL CONTROL COMMITTEE. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee. Such plans shall be submitted to the Architectural Control Committee at least fifteen (15) days prior to the commencement of construction of same, and the written approval of the Architectural Control Committee shall be required before commencement of construction. In this regard, it is the intention and purpose of the covenants contained in this paragraph to assure that all dwellings and accessory buildings shall be of a quality of workmanship and materials substantially the same or better than that which is being produced on the day these Protective Covenants are recorded and to assure that the exterior design of all dwellings and accessory buildings will be aesthetically compatible with the other dwellings and accessory

David Coungling poby 580 Roger ac 72754 buildings in the subdivision. The Architectural Control Committee for Overland Park Subdivision, Phase II, shall consist of two (2) members, same being the President and Vice-President of Overland Development, Inc., and the original members shall serve for thirty (30) years, and thereafter as replaced by an election of the majority of the then lot owners (one lot, one vote) in Overland Park Subdivision, Phase II. The Architectural Control Committee's approval or disapproval as required in this paragraph shall be in writing. Should any plans submitted hereunder fail to be approved or disapproved within the time period herein provided, or in any event, if no suit to enjoin the construction proposed is commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

- 4. HOME OCCUPATIONS. Home occupations as defined by the Rogers City Code shall be prohibited.
- 5. YARD SPACE RESTRICTIONS AND BUILDING LOCATION. building shall be located on any lot nearer than thirty (30) feet to the front of the lot line nor nearer than thirty (30) feet to the side street line nor nearer than twenty (20) feet to the rear lot line. No building or permitted accessory building shall be located nearer than ten (10) feet to any interior side lot line. This provision (interior side lot setback) shall not apply to any dwelling constructed on two (2) adjacent lots as to the side lot line dividing the two (2) lots. No dwelling shall be located on any lot nearer than twenty (20) feet to the rear lot line. All permitted accessory buildings shall be located in the rear yard of each lot, and no such permitted accessory building shall be located on any lot nearer than ten (10) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot. No lot shall be subdivided into smaller lots or parcels than shown on the recorded Plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites on said respective adjacent lots. Should any building setback lines shown upon the Plat of Overland Park Subdivision, Phase II, vary from the setback requirements required herein, the building setback lines shown upon said Plat as filed shall control and take precedence over those stated herein.
- 6. FENCES. Fencing of front yards is prohibited, except that decorative wood or stone fencing of a maximum height of three (3) feet may be constructed upon approval by the Architectural Control Committee. Rear yard fences must be of a decorative wood design. Chain link fences and other forms of wire fencing are specifically prohibited. Dog pens properly screened by walls, fences, or plantings may be constructed and maintained in the rear yard portion of any lot.
- 7. OFF-STREET PARKING. All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot, and parking on the streets as shown in the Plat of the subdivision shall be prohibited for a period of time exceeding three (3) days. Recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, campers, and the like, shall not be parked or stored within twenty-five (25) feet of the front lot line for a period of time exceeding three (3) days. Provided further, however, recreational vehicles and equipment may be parked in the back yards for a period exceeding three (3) days, so long as same is screened by proper fencing or other shrubs so as to reasonably screen the sight of said equipment from neighbors.
- 8. SIGNS. No signs, either permanent or temporary, of any kind, shall be placed or erected on any property, except that a single sign not more than five (5) square feet in size may be permitted upon property to advertise the same for sale or for rent. Provided further, however, the developer, Overland Development, Inc., hereby reserves the right to construct signs to designate the name of the addition and to advertise same. Said signs shall be restricted to a maximum size of thirty-two (32) square feet.

- 9. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles on the lots.
- 10. OUTBUILDINGS. Outbuildings shall be restricted to one (1) per lot. Outbuildings may be constructed on the back yard provided said outbuilding is no larger than ten (10) feet by twelve (12) feet and its design is compatible with the existing structure. Design of outbuildings is subject to the approval of the Architectural Control Committee. Cabana structures or gazebos may be built and maintained within the building area on any lot in the addition. The interior area of a detached cabana will not be included in the determination of the minimum dwelling sizes.
- 11. SATELLITE DISHES: Satellite television receiver dishes are specifically prohibited from being installed within Overland Park Subdivision, Phase II.
- 12. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations, or shafts be permitted upon or an any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained, or permitted upon any building site.
- 13. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised or kept on any residential building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes.
- 14. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear of each lot. No trees, incinerator structures, buildings, pavement, or similar improvements shall be grown, built, or maintained within the area of the utility easements. Owners are hereby put on notice that any structures or plant material in the easements are subject to removal.
- 15. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or a nuisance to the neighborhood. Household pets may be kept, provided they are not kept or maintained for any commercial purposes. Grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed to exceed six (6) inches from the ground surface. Fences or outside structures or outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance to the neighborhood. Upon owner's failure to comply with this subsection, the developer or other property owners may cut grass or weeds or perform maintenance upon fences, outside structures, or outdoor decorations and shall be entitled to charge a reasonable fee to the owner of the lot for said service. No building material of any kind or character shall be placed or stored upon any lot in the subdivision until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision.
- 16. INOPERATIVE VEHICLES. No vehicle, bus, tractor, or other vehicle or other conveyance or rig, other than a lawn grass apparatus, shall be left inoperative on any platted lot for a period of more than fourteen (14) days.
- 17. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub which obstructs sight lines at intersections in the subdivision shall be permitted.

- 18. UTILITIES. All utilities in this subdivision shall be placed underground.
- 19. ANNEXATION. At such time as the following described property, to-wit:

Part of the SE1 of the NE1 and part of the NE1 of the SE1 of Section 17, Township 19 North, Range 30 West of the 5th Principal Meridian, Benton County, Arkansas, more particularly described as follows: Beginning at the NW Corner of said SE‡ of the NEL, being a found iron pin as shown on Plat K, Page 72, thence N 89°22'00" E 1115.83 feet along the North line of said SEL of the NEL to an iron pin, thence S 00°04'54" E 103.00 feet to an iron pin, thence N $89^{\circ}22'00''$ E 210.00 feet to an iron pin on the East line of said SE1, NE1, thence S 00°04'54" East 1221.17 feet to an iron pin at the SW Corner of said SE1, NE1, thence S 89°30'23" West 671.72 feet along the South line of said $SE_{\frac{1}{4}}$, $NE_{\frac{1}{4}}$ to a found stone, thence S00°07'01" W 991.73 feet to a found stone, as shown on Plat N, Page 102, thence S 89°36'08" West 659.64 feet to a found stone, as shown on Plat N, Page 102, thence N 00°12'09" West 2311.53 feet to the Point of Beginning, containing 54.997 acres, more or less, and subject to the right-of-way of a road on the East side thereof;

hereinafter known as Overland Park Subdivision, Phase II, becomes a subdivision contiguous with the borders of the City of Rogers, all property owners at the time any petition for annexation into the City of Rogers is requested shall sign any such petition and shall acquiesce and agree to such annexation into the City of Rogers. This subsection shall not be modified, amended, or rescinded in any fashion or for any reason.

- 20. SEWAGE DISPOSAL. All property owners shall, as it becomes available, connect to main city sewer lines installed by the developer. Each property owner shall pay the cost of installation and construction of connecting lines from the house to the main sewage line. The main sewage line will be installed at the cost and expense of the developer. Should any homeowner be required to abandon an existing septic system in order to comply with this provision, said homeowner will abandon said system without compensation from any party.
- 21. VIOLATIONS. In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extensions thereof), it shall be lawful for any person or persons owning any lots in this subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing and/or to recover damages for such violations. Provided further, however, that there shall be a committee in Overland Park Subdivision, Phase II, which shall first advise any violator of said violations prior to legal action being taken, and the committee shall be elected for two (2) year terms, by a majority vote of the lots in Overland Park Subdivision, Phase II, with each lot having one (1) vote. The violations committee shall receive from residents any complaints as to violations of the covenants, and shall reasonably notify any violator prior to legal actions being taken.
- 22. BINDING EFFECT AND AMENDMENTS OF COVENANTS. All persons or corporations who now or shall hereafter acquire any of the lots in this subdivision shall be deemed to have agreed and covenanted with the owners of all other lots in this subdivision and with their heirs, successors, and assigns to conform and observe the restrictions, covenants, and stipulations contained herein for a period as hereinafter set forth. These covenants may be amended at any time upon the affirmative vote of eighty percent (80%) of the then existing lots in Overland Park Subdivision, Phase II. It is expressly required that each lot shall be given one (1) vote, and a vote of eighty percent (80%) of the then existing lots shall be deemed sufficient to amend said covenants. It is the express intent that this number shall never exceed sixty (60),

same being the number of lots platted. It is expressly required that each lot shall be given one (1) vote, and a simple majority will be deemed sufficient to amend said covenants. Further, no amendments shall be allowed which would be in violation of the zoning designation in effect at the time of the amendment. NOTE: This provision shall expressly be deemed not to apply to Subsection 19, titled Annexation, above. No changes in these Protective Covenants shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners.

- 23. DURATION OF COVENANTS. These covenants and restrictions shall run with the land for a minimum period of thirty (30) years, to be automatically extended for successive periods of five (5) years without further action unless terminated by a majority of the property owners in the development, casting votes as hereinabove set forth in the amendment section of these covenants, and voting one (1) vote for each lot. It is the intent that these covenants promote the aesthetic value of Overland Park Subdivision, Phase II.
- 24. SEVERABILITY. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

EXECUTED this sylday of July

OVERLAND DEVELOPMENT, INC.

By: Daid Eleventi

By: JoannenCovington Secretary/Treasurer

APPOINTMENT EXPIRES

President

ACKNOWLEDGMENT

STATE OF ARKANSAS

) ss:

COUNTY OF BENTON

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Notary Public the day and year first hereinabove written.

My commission expires:

5-22-92

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FILED FOR RECORD

At O'clock ____M

SEP 2 1 1992

FIRST AMENDED PROTECTIVE COVENANTS

OVERLAND SUBDIVISION, PHASE II

SUE HODGES Clerk and Recorder BENTON COUNTY, ARK.

BENTON COUNTY, ARKANSAS

The undersigned, owners of 80% or more of the existing lots in Overland Subdivision, Phase II, Benton County, Arkansas, do hereby modify and amend the following sections of certain protective covenants for Overland Park Subdivision, Phase II, recorded the day of ______, 1989 in Deed Record ______ at page ______ of the Benton County real estate records. Said protective covenants are amended as follows:

- 1. The title of said protective covenants and all reference to the Subdivision contained therein is hereby amended by deletion of the word Park and shall hereafter be known as Overland Subdivision, Phase II.
- 2. The said protective covenants are hereby amended by addition of the following provisions:

PROPERTY OWNERS ASSOCIATION, MEMBERSHIP DUES AND CREATION OF LIENS.

- a. For the purpose of maintaining areas to be used in common with some or all of the residents and owners of property in Overland Subdivision, Phase II and Phase I, street lights, drainage and such other activities and undertakings as may be for the general use and benefit of owners and residents of the property contained in Phase I and Phase II, each and every lot owner, in accepting a conveyance of any lot in this subdivision, agrees to and shall become a member of and be subject to the obligations and duly enacted by-laws and rules of the Overland Subdivision Property Owners Association, a non-profit corporation.
- b. The Property Owners Association may, by majority vote of its duly elected board of directors, levy assessments or dues against all lot owners in order to defray the costs of performing maintenance or repairs upon common property within the Subdivision. All property owners in the Subdivision shall pay the required assessments or dues to the Property Owners Association promptly when the same become due, and, in the event of failure of a property owner to pay the same promptly when the same become due, such assessments or dues shall constitute a lien upon the property owned by such owner in the Subdivision, and the same shall be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas.



All delinquent assessments or dues shall bear interest at the rate of 10% per annum from the date same become due until they are paid, and the Association shall be entitled to a reasonable fee for its attorneys when their services become necessary to collect any delinquent assessments, all of which shall be part of the lien for dues.

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- dues to the Property Owners Association are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendors liens securing obligations of owners of any of the lots in the Subdivision up to the time of sale at foreclosure of any such mortgage, deed of trust, or vendors lien and for a period of six months thereafter, or until the residence upon such property is occupied, whichever date shall first occur, after which time unpaid assessments or dues shall thereafter accrue as a lien upon such lot in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original but to all successive mortgages, deeds of trust, and vendors liens given by property owners to secure obligations, together with all extensions and renewals thereof.
- 3. This amendment is executed by the undersigned owners of property in Overland Subdivision, Phase II, Benton County, Arkansas, as owners of 80% or more of said property which are subject to these covenants as provided under Section 22 of said covenants which set forth the procedures for amending said covenants.

EXECUTED the day of	, 1991.
Block 1 Lot 2	Block 1, Lot 3 Deck David Back
Block 1, Lot 4	Kerry Mohels Sarper
Block 1, Lot 6	Block 1, Jot 7
Block 1, Lot 8	Harold & Barr Carol Barr
Block 2, Lot 11	9 Block 2, Lot 12
Block 2, Lot 13	Block 2, Lot 14 Landin

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STATE OF ARKANSAS) COUNTY OF BENTON) that they were the owners of Block 1, Lot 4, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth. My Commission expires: <u>ACKNOWLEDGMENT</u> STATE OF ARKANSAS) COUNTY OF BENTON) before the undersigned anotary Public, duly commissioned and acting within and for said county and state, appeared in person that they were the owners of Block 1, Lot 5, Overland Subdivision and had executed the foregoing Amendment to Protective Coverants and had executed the foregoing Amendment to Protective Covenants for the purposes and consideration herein set forth. My Commission/expires: ACKNOWLEDGMENT STATE OF ARKANSAS))ss COUNTY OF BENTON) and for said county and state, appeared in person was C. Command, to me personally well known and stated that they were the owners of Block 1 , Lot 6, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth. My Commission expires:

ACKNOWLEDGMENT STATE OF ARKANSAS) COUNTY OF BENTON) within and for said county and state, appeared in person

within and for said county and state, appeared in person

that they were the owners of Block 1, Lot 7, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth. My Commission expires: ACKNOWLEDGMENT STATE OF ARKANSAS)) 88 COUNTY OF BENTON) before the undersigned anotary Public, duly commissioned and acting within and for said county and state, appeared in person Steve that they were the owners of Block 1 Lot 2 Overland Subdivision that they were the owners of Block 1, Lot 8, Overland Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and consideration herein set forth. My Commission expires: ACKNOWLEDGMENT STATE OF ARKANSAS)) 88 COUNTY OF BENTON)

BE IT REMEMBERED that on this day, the 23 1992, came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person the said county and state, appeared in person the said county and state. that they were the owners of Block 2, Lot 1, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.

My Commission expires:

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NOTARY PUBLIC - ARKANSAS
BENTON COUNTY
My Commission Express 11/05/01

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STATE OF ARKANSAS))ss COUNTY OF BENTON)

BE IT REMEBERED that on this day, came before the undersigned, a Notary Public, duly commissioned and acting within and for said county and state, appeared in person well known and stated to me personally well known and stated that they were the owners of Block 2, Lot 17, Overlands Subdivision and mad executed the foregoing Amendment to Protective Covenants for the purposes and condieration herein set forth.

My Wemmission Expires:

ACKNOWLEDGMENT

STATE OF ARKANSAS)ss COUNTY OF BENTON

BE IT REMEBERED that on this day, came before the undersigned, a Notary Public, duly commissioned and acting within and for said county and state, appeared in person

that they were the owners of Block 3, Lot 2, Overlands Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and condieration herein set forth.

My Commission Expires:

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF ARKANSAS))ss

COUNTY OF BENTON

BE IT REMEBERED that on this day, came before the undersigned, a Notary Public, duly commissioned and acting within and for said county and state, appeared in person will well known and stated that they were the owners of Block 3, Lot 3, Overlands Subdivision and had executed the forestime and manufacture of Block 3, Lot 3, Overlands Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and condieration herein set forth.

My Commission Expires:

TOTARY PUBLIC

	STATE OF ARKANSAS)
	BE IT REMEMBERED that on this day, 19, came before the undersigned a Notary Public, duly commissioned and acting
•	within and for said county and state, appeared in person
٠,	My Commission expires:
	Notary Public

My Commission expires:

Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)
()) ss
(COUNTY OF BENTON)

before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person within and for said county and state, appeared in person that they were the owners of Block 3, Lot 3, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.

My Commission expires:

5-12-2002

Notary Public

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fan_
912 came and acting ated abdivision renants

	ACKNOWLEDGREAT
STATE OF ARKANSAS)	92 57862
COUNTY OF BENTON)	·
BE IT REMEMBERED that obefore the undersigned a Not within and for said county a,to m	on this day,
that they were the owners of and had executed the foregoi for the purposes and conside	Block 3, Lot 7, Overland Subdivision ing Amedgment to Protective Covenants eration herein set forth.
My Commission expires:	
	Notary Public
	ACKNOWLEDGMENT
STATE OF ARKANSAS)	
COUNTY OF BENTON)	1
BE IT REMEMBERED that of	on this day, August 13 192, came ary Public, duly commissioned and acting and state, appeared in person they a
within and for said county	and state, appeared in person f WO 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
and had executed the foregother the purposes and consider	ing Amendment to Protective Covenants eration herein set forth.
My Commission expires:	The state of the s
-5-912-2002	Notary Public
Section of	•
the second of th	ACKNOWLEDGMENT
STATE OF ARKANSAS)	
COUNTY OF BENTON)	
BE IT REMEMBERED that before the undersigned a l	t on this day, the 23 1992, came Notary Public, duly commissioned and acting
Which A Plantice , to	o me personally well known and stated
J b. J amounted the tore:	going Amedgment to Protective Covenants ideration herein set forth.

Many M. Arrigan

My Commission expires:

5-12-2002

STATE OF ARKANSAS)
(COUNTY OF BENTON)

before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person Sam Wellow Notation that they were the owners of Block 4, Lot 2, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.

My Commission expires:

7.5.96

Notary Public

ACKNOWLEDGMENT

before the undersigned anotary Public, duly commissioned and acting within and for said county and state, appeared in person to me personally well known and stated that they were the owners of Block 4, Lot 3, Overland Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and consideration herein set forth.

My Commission expires:

5-12-2002

Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

before the undersigned a Notary Public, fully commissioned and acting within and for said county and state, appeared in person within and for said county and state, appeared in person to me personally well known and stated that they were the owners of Block 4, Lot 4, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.

My Commission expires:

5-12-2002

(Notary Public

STATE OF ARKANSAS) BE IT REMEMBERED that on this day, 23 1992 came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person to me personally well known and stated COUNTY OF BENTON) that they were the owners of Block 4, Lot 5, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth. My Commission expires: Notary **ACKNOWLEDGMENT** STATE OF ARKANSAS) COUNTY OF BENTON) BE IT REMEMBERED that on this day, August 3 1992, came before the undersigned anotary Public, duly dommissioned and acting within and for said county and state, appeared in person that they were the owners of Block 4, Lot 6, Overland Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and consideration herein set forth. My Commission expires: M. Carneta ACKNOWLEDGMENT STATE OF ARKANSAS) COUNTY OF BENTON) BE IT REMEMBERED that on this day, 1912, came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person (Mark) , to me personally well known and stated that they were the owners of Block 4, Lot 7, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth. My Commission expires: anne M. Carryton

Notary Public

ACKNOWLEDGMENT

BE IT REMEMBERED that on this day, 1992, came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person that they were the owners of Block 4, Lot 9, Overland Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and consideration herein set forth.

My Commission expires:

Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)
()) ss
(COUNTY OF BENTON)

BE IT REMEMBERED that on this day, with the said county and state, appeared in person within and for said county and state, appeared in person that they were the owners of Block 4, Lot 10, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.

My Commission expires:

D12 D2

Notary Public Ornfor

	STATE OF ARKANSAS)
	COUNTY OF BENTON)
ger 1	before the undersigned a Notary Public, duly commissioned and acting before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person within and for said county and state, appeared in person within and stated to me personally well known and stated that they were the owners of Block 5, Lot 2, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.
	My Commission expires: S-12.02 Notary Public
	ACKNOWLEDGMENT
	STATE OF ARKANSAS)
	A DENIGON
	BE IT REMEMBERED that on this day, dely commissioned and acting before the undersigned anotary Public, dely commissioned and acting within and for said county and state, appeared in person, to me personally well known and stated that they were the owners of Block 5, Lot 1, Overland Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and consideration herein set forth.
	My Commission expires:
	Notary Public
	<u>ACKNOWLEDGMENT</u>
	STATE OF ARKANSAS)
	COUNTY OF BENTON)
	before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person the cynors of Block 4. Let //, Overland Subdivision
	that they were the owners of Block 4, Lot //, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.
	My Commission expires: 5-12-2002 Notary Public
	1 / ·

STATE OF ARKANSAS) BE IT REMEMBERED that on this day, Through 14 1992, came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person that they were the owners of Block 5, Lot 3, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth. COUNTY OF BENTON) My Commission expires: anne M Corrigo **ACKNOWLEDGMENT** STATE OF ARKANSAS) BE IT REMEMBERED that on this day, January 19 de came before the undersigned a Notary Public, duly commissioned and acting famber within and for said county and state, appeared in person and stated that they were the owners of Block 5, Lot 4, Overland Subdivision and had executed the foregoing Amendment to Protective Covenants COUNTY OF BENTON) and had executed the foregoing Amendment to Protective Covenants for the purposes and consideration herein set forth. My Commission expires: OFFICIAL SEAL MARY ANN AKERS NOTARY PUBLIC - ARKANSAS BENTON COUNTY ACKNOWLEDGMENT My Commission Expires March 21, 2000 STATE OF ARKANSAS)) g g COUNTY OF BENTON) BE IT REMEMBERED that on this day, May 14 1992, came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person that they were the concern of Plant they were the concern of the plant they were the concern of Plant they were the concern of Plant they were the concern of the concern of the that they were the owners of Block 5, Lot 5, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth. My Commission expires: me M. Corrigton Public

7. 70 C ...

STATE OF ARKANSAS) COUNTY OF BENTON) before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person within and for said county and state, appeared in person within and for said county and state, appeared in person used that they were the owners of Block 5, Lot 6, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth. My Commission expires: Notary Public **ACKNOWLEDGMENT** STATE OF ARKANSAS) BE IT REMEMBERED that on this day, 19 19, came before the undersigned anotary Public, duly commissioned and acting within and for said county and state, appeared in person within and for said county and state, appeared in person well known and stated to me personally well known and stated that they were the owners of block 5. Lot 7, Overland Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and consideration herein set forth. COUNTY OF BENTON) My Commission expires: anne

ACKNOWLEDGMENT

Public

Notary

STATE OF ARKANSAS) COUNTY OF BENTON)

BE IT REMEMBERED that on this day, 1912, came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person Mark During, to me personally well known and stated that they were the county and stated that they were the owners of Block 5, Lot 8, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.

OFFICIAL SEAL My Commande extra extra curby Norther Public ARKANSAS BENTON COUNTY My Commission Expires 10-5-99

Notary Public

ACKNOWL	EDGMENT
STATE OF ARKANSAS)	Oct 18, 1991
* COUNTY OF BENTON)	
county and state, appeared in pe	s day, came before the undersigned, oned and acting within and for said erson of D Voller's Cincur C. Wow personally well known and stated ock 5, Lot 7, Overlands Subdivision Amendment to Protective Covenants ton herein set forth.
My Commission Expires:	
SANAV	<u></u>
	NOTARY PUBLIC
ACKNOW	LEDGMENT
STATE OF ARKANSAS)	
COUNTY OF BENTON)	
a Notary Public, duly commission county and state, appeared in position, to me	lock 5, Lot 8, Overlands Subdivision Amendment to Protective Covenants
My Commission Expires:	
	NOTARY PUBLIC
ACKNO	OWLEDGMENT
STATE OF ARKANSAS)	
) ss	
COUNTY OF BENTON)	, come the understaned
a Notary Public, duly commission county and state, appeared in the county appeared in the c	
that they were the owners of B and had executed the foregoin for the purposes and condiera	lock 5, Lot 9, Overlands Subdivision g, Amendment to Protective Covenants tion herein set forth.

NOTARY PUBLIC

My Commission Expires:

BE IT REMEMBERED that on this day, June 39 1992, came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person stated on the local to me personally well known and stated that they were the owners of Block 5, Lot 9, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.

Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF BENTON)

BE IT REMEMBERED that on this day, 19_, came before the undersigned anotary Public, duly commissioned and acting within and for said county and state, appeared in person to me personally well known and stated that they were the owners of Block 5, Lot 10 Overland Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and consideration herein set forth.

My Commission expires:

Notary Public

ACKNOWLEDGMENT

BE IT REMEMBERED that on this day, April 2 1992, came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person Jame E. E that they were the owners of Block 5, Lot 11, Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.

My ion which it edwards
Motary Public - Arkansas
Benton County
My Committee Equation For 28, 2007

Jaren R. Edwards Notary Public

STATE OF ARKANSAS) ; ss COUNTY OF BENTON)

BE IT REMEBERED that on this day, came before the undersigned, a Notary Public, duly commissioned and acting within and for said county and state, appeared in person Duglas Allen Hearie and Maureen Markell Hearie, to me personally well known and stated that they were the owners of Block 5, Lot 10, Overlands Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and condition herein set forth.

My Commission EXPLIES:

OFFICIAL SEAL

COMPY D. WHIGHT

HOTHEN FORD ANNUAL THEY PUBLIC

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COMPY D. WHIGHT

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STATE OF ARKANSAS) ; ss COUNTY OF BENTON)

BE IT REMEBERED that on this day, came before the undersigned, a Notary Public, duly commissioned and acting within and for said county and state, appeared in person. to me personally well known and stated

that they were the owners of Block 5, Lot 11, Overlands Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and condieration herein set forth.

My Commission Expires:

NOTARY PUBLIC

<u>ACKNOWLEDGMENT</u>

STATE OF ARKANSAS) ; s s COUNTY OF BENTON)

BE IT REMEBERED that on this day, came before the undersigned, a Notary Public, duly commissioned and acting within and for said county and state, appeared in person, to me personally well known and stated that they were the owners of Block 5, Lot 12, Overlands Subdivision and had executed the foregoing Amendment to Protective Covenants for the purposes and condieration herein set forth.

My Commission Expires:

NOTARY PUBLIC

Noid

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		92 57872
	STATE OF ARKANSAS)	.•
) SS	
	BE IT REMEMBERED that on this day, Coru 21 before the undersigned a Notary Public, duly commissione that and for said county and state, appeared in person	1992 came
	BE IT REMEMBERED that on this day, duly commissione	d and acting
	before the undersigned a Notary Public, duly communication before the undersigned and public a	Nathan Gairha
3		
. "	Out I I I I I I I I I I I I I I I I I I I	SUDGIVIDION
	that they were the owners of Block 6, Lot 1, overland and had executed the foregoing Amedgment to Protective C and had executed the foregoing Amedgment set forth.	Ovenance
	for the purposes and consideration	•
	V V	,.
	My Commission expires:	· · · · · · · · · · · · · · · · · · ·
	DEPRIF WADDLE	
	NOTARY PUBLIC - ARKANSAS NOTARY PUBLIC - BENTON COUNTY	
	My Commission Expires Oct. 31, 2000	•
	ACKNOWLEDGMENT	
	STATE OF ARKANSAS)	
	COUNTY OF BENTON)	
	BE IT REMEMBERED that on this day, 23 19 before the undersigned a Notary Public, duly commissioned before the undersigned and state, appeared in personal for said county and state, appeared in personal before the undersigned for said county and state.	92. came
	BE IT REMEMBERED that on this day,	and acting
	before the undersigned a Notary Public, duty/commissions before the undersigned and state, appeared in personal to me personal to	1
	within and for said county and, to me personally well known	own and stated subdivision
:	within and for said county and state, appeared in person that they were the owners of Block 5, Lot 13, Overland that they were the foregoing Amendment to Protective	Covenants
1	that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline that they were the owners of Block 5, Lot 13, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, Lot 13, overline they were the owners of Block 5, Lot 13, overline they were the owners of Block 5, lot 13, overline they were the owners of Block 5, lot 13, overline they were the owners of Block 5, lot 13, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, lot 14, overline they were the owners of Block 5, overline they were the owners of Block 5, overline they were the owners of Block 5, overline they were the owners of Block	
1	for the purposes and consideration nere-	4 2
1	My Commission expires:	$A \cdot A \cdot A$
133		Ornas
16	5-12-2002 Notaty Public	0
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•	ACKNOWLEDGMENT	
•		
i	STATE OF ARKANSAS)	
Ì	COUNTY OF BENTON)	
:	·	1992, came
;	BE IT REMEMBERED that on this day, More 26	oned and acting

BE IT REMEMBERED that on this day, March 26 1972, came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person 5 Been to me personally well known and stated that they were the owners of Block 5 Lot 12 Overland Subdivision and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.

My Commission expires:

1-15-97

Novary Public

STATE OF ARKANSAS) COUNTY OF BENTON)

BE IT REMEMBERED that on this day, June 23 1942 came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person
within and for said county and state, appeared in person
that they were the owners of Block 6, Lot 2, Overland Subdivision
and had executed the foregoing Amedgment to Protective Covenants
for the purposes and consideration herein set forth.

Commission expires:

M. Corngo

ACKNOWLEDGMENT

OF ARKANSAS)

BE IT REMEMBERED that on this day, Jurung 28 1972, came before the widersigned anotary Public, duly commissioned and acting within and for said county and state, appeared in person to me personally well known and state that they were the owners of Block 6, Lot 3, Overland Subdivision and had executed the foregoing Amendment to Protective Covenants and had executed the foregoing herein set forth. to me personally well known and stated for the purposes and consideration herein set forth.

My Commission expires:

ACKNOWLEDGMENT

STATE OF ARKANSAS))ss

COUNTY OF BENTON)

BE IT REMEMBERED that on this day, April 37 1992 came before the undersigned a Notary Public, duly commissioned and acting within and for said county and state, appeared in person (244) 6. (Charles K. Charles), to me personally well known and stated that they were the owners of Block 6, Lot 4, Overland Subdivision and bad accounted the forecasing analysis of Brotzerius Courses. and had executed the foregoing Amedgment to Protective Covenants for the purposes and consideration herein set forth.

ennission of this ea: KAREN R. EDWARDS TARY PUBLIC - ARKANSAS ENTON COUNT

Notary Public

STATE OF ARKANSAS) COUNTY OF BENTON

My Commission expires:

OFFICIAL SEAL CAROL KACCON NOTARY PUBLIC - AR BENTON COUNTY My Commission Expires 0/28/94

Notary

Losors All > 2756